## **EXHIBIT A**

### IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS TYLER DIVISION

CELLULAR COMMUNICATIONS EQUIPMENT LLC, Plaintiff,

Civil Action No. 6:13-cv-507

v.

JURY TRIAL DEMANDED (Consolidated Lead Case)

HTC CORPORATION, et al., Defendants.

Request for International Judicial Assistance Pursuant to the Hague Convention of 18 March 1970 on the Taking of Evidence Abroad in Civil or Commercial Matters

#### Sender:

Ed Nelson
NELSON BUMGARNDER CASTO
3131 W. 7<sup>th</sup> Street
Suite 300
Fort Worth, Texas 76107
Direct: 817-377-3489
enelson@nbclaw.net

#### *Central Authority of the Requested State:*

Maija Leppä PL 25 00023 VALTIONEUVOSTO Telephone: +358 9 1606 7628 Fax: +358 9 1606 7524 Central.authority@om.fi

*Person to whom the executed request is to be returned:* 

Ed Nelson
NELSON BUMGARNDER CASTO
3131 W. 7<sup>th</sup> Street
Suite 300
Fort Worth, Texas 76107
Direct: 817-377-3489
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Date by which the requesting authority requires receipt of the response to the Letter of Request:

The requesting authority, the District Court for the Eastern District of Texas, Tyler Division, requests that the receipt of the response to this Request be returned within the standard timeframe that the Finnish Ministry of Justice has used to process such previous requests. This request is not made as an urgent request, but rather one to be handled within standard operating procedures.

# IN CONFORMITY WITH ARTICLE 3 OF THE CONVENTION, THE UNDERSIGNED APPLICANT HAS THE HONOUR TO SUBMIT THE FOLLOWING REQUEST:

Requesting Judicial Authority:

United States District Court for the Eastern District of Texas, Tyler Division William M. Steger Federal Building and United States Courthouse
211 West Ferguson Street
Room 106
Tyler, Texas 75702

Phone: (903) 590-1000 Fax: (903) 590-1015

The above-mentioned Authority is making this Request to:

Ministry of Justice, Finland PL 25 00023 VALTIONEUVOSTO Finland Central.authority@om.fi

*This Request is made under the following judicial proceeding:* 

Cellular Communications Equipment LLC, *plaintiff*, v. HTC Corporation, et al., *Defendants*, Civil Action File Number 6:13-cv-507

This Request is to be served upon:

Nokia Corporation Karaportti 3 FI-02610 Espoo Finland

The nature of the case from which this Request stems is a complaint on patent infringement of U.S. Patent No. 6,377,804. It alleges that certain defendants have and continue to infringe by selling, importing, making, using, offering for sale, among other things, certain mobile devices manufactured by HTC. The same allegations are further alleged, but involve U.S.

Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; and 6,810,019. To this point in the litigation, the defendants have not filed an answer and counterclaim. However, the defendants have filed a motion to dismiss based on the alleged failure to plead indirect infringement and willful infringement with sufficient specificity. The Plaintiff opposed the motion, but the judge has not ruled on the motion as of the date of this Request.

The nature of the proceedings being requested in this letter is Request for Productions to Nokia for certain documents kept and maintained through their course of business.

The evidence to be collected is as follows:

- 1. All licenses between Nokia (or its Affiliate(s)) and Alcatel-Lucent S.A. (or its Affiliate(s)) regarding the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)
- 2. All licenses between Nokia (or its Affiliate(s)) and Amazon (or its Affiliate(s)) regarding the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)
- 3. All licenses between Nokia (or its Affiliate(s)) and Apple Inc. (or its Affiliate(s)) regarding the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)
- 4. All licenses between Nokia (or its Affiliate(s)) and Dell Inc. (or its Affiliate(s)) regarding the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)
- 5. All licenses between Nokia (or its Affiliate(s)) and LM Ericsson Telephone Company (or its Affiliate(s)) regarding the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)
- 6. All licenses between Nokia (or its Affiliate(s)) and Handspring, Inc. (or its Affiliate(s)) regarding the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)
- 7. All licenses between Nokia (or its Affiliate(s)) and HTC Corporation (or its Affiliate(s)) regarding the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)
- 8. All licenses between Nokia (or its Affiliate(s)) and Huawei Technologies Co. Ltd. (or its Affiliate(s)) regarding the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)
- 9. All licenses between Nokia (or its Affiliate(s)) and Kyocera Corporation (or its Affiliate(s)) regarding the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)
- 10. All licenses between Nokia (or its Affiliate(s)) and LG Electronics, Inc. (or its Affiliate(s)) regarding the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)
- 11. All licenses between Nokia (or its Affiliate(s)) and Lenovo Group Ltd. (or its Affiliate(s)) regarding the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)

- 12. All licenses between Nokia (or its Affiliate(s)) and Microsoft Corporation. (or its Affiliate(s)) regarding the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)
- 13. All licenses between Nokia (or its Affiliate(s)) and Mitsubishi Group (or its Affiliate(s)) regarding the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)
- 14. All licenses between Nokia (or its Affiliate(s)) and Motorola, Inc. (or its Affiliate(s)) regarding the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)
- 15. All licenses between Nokia (or its Affiliate(s)) and NEC and/or NEC Casio and/or NEC Casio Mobile Communications, Ltd. and/or NEC Corporation of America. (or its Affiliate(s)) regarding the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)
- 16. All licenses between Nokia (or its Affiliate(s)) and Option Wireless and/or Option NV (or its Affiliate(s)) regarding the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)
- 17. All licenses between Nokia (or its Affiliate(s)) and Pantech Co., LTD. and/or Pantech Wireless, Inc. (or its Affiliate(s)) regarding the Patents-in-Suit.
- 18. All licenses between Nokia (or its Affiliate(s)) and Koninklijke Philips N.V. (or its Affiliate(s)) regarding the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)
- 19. All licenses between Nokia (or its Affiliate(s)) and Qualcomm Inc. (or its Affiliate(s)) regarding the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)
- 20. All licenses between Nokia (or its Affiliate(s)) and Research-in-Motion Limited and/or Research-in-Motion Corporation and/or Blackberry Limited and/or Blackberry Corporation (or its Affiliate(s)) regarding the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)
- 21. All licenses between Nokia (or its Affiliate(s)) and Samsung Group (or its Affiliate(s)) regarding the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)
- 22. All licenses between Nokia (or its Affiliate(s)) and Siemens AG (or its Affiliate(s)) regarding the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)
- 23. All licenses between Nokia (or its Affiliate(s)) and Sierra Wireless (or its Affiliate(s)) regarding the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)
- 24. All licenses between Nokia (or its Affiliate(s)) and ZTE Corporation and/or ZTE (USA) Inc. (or its Affiliate(s)) regarding the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)
- 25. Documents sufficient to show any license between Nokia (or its Affiliate(s)) and any other entity not included in Requests for Production Nos. 1-24 regarding any of the Patents-in-Suit. (U.S. Patent Nos. 6,819,923; 7,215,962; 7,941,174, 8,055,820; 7,218,923; 6,377,804; and 6,810,019)
- 26. A complete and unreducted copy of the Contribution Agreement between Siemens Networks GmbH & Co. KG and Siemens Aktiengesellschaft dated September 28, 2006.

- 27. A complete and unredacted copy of the Contribution Agreement between Nokia and Siemens Networks GmbH & Co. KG and D Zqei GmbH & Co. KG dated December 28, 2007.
- 28. Completed and unredacted copies of any schedules and/or Annexes referenced in the Contribution Agreement between Siemens Networks GmbH & Co. KG and Siemens Aktiengesellschaft dated September 28, 2006.
- 29. A complete and unreducted copy of the Framework Agreement between Nokia Corporation and Siemens Aktiengesellschaft dated June 19, 2006 and referenced in the Contribution Agreement between Siemens Netowrks and GmbH & Co. KG and Siemens Aktiengesellschaft dated September 28, 2006.
- 30. Complete and unredacted copies of any agreement between Nokia (or its Afilliate(s)), Nokia Siemens Networks (or its Affiliate(s)), and//or Siemens Aktiengesellschaft (or its Afilliate(s)) related to or concerning the rights or licenses to the Patents-in-Suit, including, but not limited to, any acquisition by Nokia of rights to Nokia Siemens Networks held by Siemens, such acquisition first being publicly announced on or about July 1, 2013.
- 31. Any agreement between Nokia (or its Affiliate(s)) and Qualcomm (or its Affiliate(s)) creating a commitment by Nokia to Qualcomm, Inc. to offer licenses to current or future Qualcomm, Inc. component customers under certain terms and conditions, including, without limitation, maximum royalty rates for products of Qualcomm, Inc. customers.

There are no special requirements for the production of these documents, but Plaintiff respectfully requests that they be produced in the manner in which the documents are kept in the normal course of business and/or electronically or by means of computer disk. They do not need to be produced under oath or certified.

The request should be fulfilled by Nokia Corporation within a reasonable time period upon receipt of the Request from the Finnish Ministry of Justice and such responses to this Request should be sent, upon completion, to:

Ed Nelson
NELSON BUMGARNDER CASTO
3131 W. 7<sup>th</sup> Street
Suite 300
Fort Worth, Texas 76107
Direct: 817-377-3489
enelson@nbclaw.net

Any fees and/or costs that are incurred as a result of the production ordered under this Request will be ordered to be paid by:

Ed Nelson
NELSON BUMGARNDER CASTO
3131 W. 7<sup>th</sup> Street
Suite 300
Fort Worth, Texas 76107
Direct: 817-377-3489
enelson@nbclaw.net

Further, this Court offers reciprocity to the Finnish court, should that ever need assistance in the United States.

This Request is hereby made on this 1st Day of October, 2014.

District Court Judge for the United States District Court for the Eastern District of Texas, Tyler Div.

Formal Seal of the Court: